

06-25-2003

6-18-03  
TO THE DIRECTOR OF THE US PATENT  
SIR: PLEASE RECORD THE ATTACHED



102481723

Y

EOF.

## 1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. Eric FOURNIER  
3. Louis GUAY  
5.  
7.

2. Gilles BASSON  
4.  
6.  
8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

## 2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: BOMBARDIER INC.

ADDRESS: 1061 Parent Street, St-Bruno, Quebec, J3V 6P1, Canada

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

## 3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

☒ ASSIGNMENT OF ☒ WHOLE ☐ PART INTEREST  
☐ ORIGINAL ☒ FACSIMILE/PHOTOCOPY  
☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION  
☐ SECURITY ☐ MERGER ☐ OTHER:

EXEC. DATE: April 8, 2003

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!) April 8, 2003

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 <sup>st</sup> INVENTOR if not in Item 1	B. PATENT NO(S)	M#	1 <sup>st</sup> INVENTOR if not in Item 1
10/386,025	302202				

5. Name & Address of Party to Whom Correspondence  
Concerning Document Should be Mailed:

Pillsbury Winthrop LLP  
Intellectual Property Group  
P.O. Box 10500 McLean, VA 22102

6. NUMBER INVOLVED:  
APPLNS 1 + PATS 0 = TOTAL = 1

7. AMOUNT OF FEE DUE: (Code 581)  
ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT:

P 302202

RP-00229-US4

8. PLEASE CHARGE TO OUR DEPOSIT ACCOUNT  
NUMBER: 03-3975

UNDER ORDER NO

86169

302202

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT NO.

MATTER NO.

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

10. Total number of pages including this  
cover sheet, attachments and document  
(do not file dup. Cover sheet)

5

*Benjamin L. Kiersz*  
Signature

Attorney: Benjamin L. Kiersz

Reg. No. 51875

Date: June 18, 2003

Atty/Sec: BLK/SMW

TEL: (703) 905-2114

FAX: (703) 905-2500

FILE WITH PTO RETURN RECEIPT (PAT-103A)

06/24/2003 6TOM11 00000068 033975 10386025

01 FC:8021

40.00 DA



RP-00229-US4

**BOMBARDIER**  
**RECREATIONAL PRODUCTS****WORLDWIDE ASSIGNMENT**

WHEREAS we, Éric FOURNIER whose full postal address is 26 Chemin de l'Ardoise, Orford, Quebec, J1X 6P6, Canada; Gilles BASSON whose complete address is La Grande Beviere, 01400, Chatillon sur Chalaronne, France and Louis GUAY whose complete address is 34 Lot, La Montagne, 01400, Chatillon sur Chalaronne, France (hereinafter referred to as the Assignors), have made an invention entitled:

**BREATHING MASK ADJUSTER**

for which applications for Letters Patent have been filed in the following countries:

<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>
Canada	March 11, 2003	2,422,239
United States	March 12, 2002	60/363,353
United States	September 13, 2002	60/410,295
United States	March 12, 2003	10/386,025

(If necessary, Bombardier Legal Services Department and its agents are hereby authorized to insert the filing dates and the serial numbers when known);

AND, WHEREAS BOMBARDIER INC., a corporation under the laws of Canada whose full postal address is 1061 Parent Street, St-Bruno, Quebec, J3V 6P1, Canada (hereinafter referred to as the Assignee) is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the aforementioned applications for Letters Patent on this invention and the Letters Patent to be issued upon these applications;


NOW THEREFORE, be it known that for and in consideration of One Canadian Dollar (CA \$1.00) in hand paid and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, by these presents we, the Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and these applications, and all divisions, and continuations thereof, and all Letters Patent that may be granted thereon, and all reissues thereof, and all rights to claim priority on these of such applications, and all applications for Letters Patent that may hereafter be filed for this invention in any country and all Letters Patent that may be granted on this invention in any country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the United States, Canada, and any other country, to issue Letters Patent for this invention to the Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden. Sopijapuolten tahto on, että tämä luovutuskirja ja siihen liittyvät asiakirjat laaditaan englanninkielellä.*

IN TESTIMONY WHEREOF, WE HAVE SIGNED:



Éric FOURNIER

Date of Signature: 8 Avril 2003

Place of Signature: VALCOURT, QUÉBEC



MARTIN PORTELANCE

Witness

Gilles BASSON

Date of Signature:

Place of Signature:

Witness

Louis GUAY

Date of Signature:

Place of Signature:

Witness

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden. Sopijapuolten tahto on, että tämä luovutuskirja ja siihen liittyvät asiakirjat laaditaan englanninkielellä.*

IN TESTIMONY WHEREOF, WE HAVE SIGNED:

\_\_\_\_\_  
Éric FOURNIER

Date of Signature:  
Place of Signature:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Gilles BASSON

Date of Signature: 08/04/2003  
Place of Signature:  
Châtillon 131 du FRANCE

\_\_\_\_\_  
Louis GUAY

Date of Signature: 08 April 2003  
Place of Signature: Châtillon sur Chalaronne

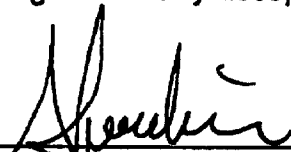
\_\_\_\_\_  
Witness

Xavier SOUBEYRAND  
08 avril 2003  
Châtillon sur Chalaronne

\_\_\_\_\_  
Witness

Patricia Leurat.  
8 avril 2003.  
Châtillon.

The Assignee hereby accepts the foregoing Assignment:



Sébastien J.P. GARDERE  
Legal Counsel, Trademarks & Licensing  
Bombardier Inc.

Date of Signature: *May 13, 2003*  
Place of Signature: St-Bruno, Canada



Frédéric DIONNE  
A Commissioner, etc.

